

REMARKS/ARGUMENTS

In view of the amendments and remarks herein, favorable reconsideration and allowance of this application are respectfully requested. Claims 1-14 have been amended to place them in better form for examination. Claims 1-14 are pending for further examination.

Claims 1-14 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Ng (U.S. Pat. 5,971,855) in view of Naka et al. (U.S. Pat. 5,405,151) and further in view of Dawes et al. (U.S. Pat. 4,890,098). The applied references do not, individually or in combination, teach or suggest all elements of the claimed combination.

For example, claim 1 recites, *inter alia*, “size changing programmed logic circuitry for changing a size of said divided areas allotted to each player based on said evaluating value.” Similar language appears in independent claims 7, 11, and 12.

The Office Action admits that Ng and Naka are silent as to this claim element, but alleges that Dawes teaches “a display device and a size changer changing means for changing a size of said divided areas allotted to each player based on said evaluating value set by said evaluating value setter.” The Office Action then continues on, alleging that “a value setter may be a user manipulation or a display manager control operation, such as rearranging contents in a newly size window.” Applicant respectfully submits that this is incorrect.

According to, for example, claim 1, an evaluating value setter (now called “evaluating value setting programmed logic circuitry”) sets an evaluating value of each

player according to a superiority or inferiority situation of a play content (e.g., it ranks the players). This is allegedly taught by Ng. On the next page, however, the Office Action alleges that the evaluation value setter is a user manipulation or a display manager control operation and ignores the fact that an evaluation value setter has already been defined by a previous claim element, and, further, that the evaluation value setter as claimed, while it may be present in Ng, is definitely not present in Dawes. The Office Action has thus laid out the following argument: an evaluation value setter is met by X teaching of Ng... the evaluation value setter is something entirely different than X teaching of Ng. This is logically inconsistent. Since the evaluation value setter portion of the last claim element has an antecedent basis in the previous element claiming an evaluation value setter, it must be the same evaluation value setter both times.

Thus, the evaluation value setter, if taught by the prior art at all, would be the rankings of Ng. What is definitely lacking, however, is any teaching or suggestion whatsoever, absent Applicant's own disclosure, that any sort of resizing of windows should be done based on this ranking. If the two references were combined, the result would be a system where a user could manually resize windows, and the system would also rank players. Nothing, however, in any of the prior art, discloses or suggests changing the size of the windows based on the rankings. Note that "based on" is an element of the claim as well. That is, Applicant has not merely claimed a display size changer, Applicant has claimed a certain type of a display size changer, one that operates based on a ranking. Merely combining a ranking system and a display resizing method

does not produce the claimed result, anymore than merely combining a piece of rubber and a piece of leather produces a shoe. Applicant submits that some teaching or suggestion to base a size change on player rankings must exist. Absent such teaching, and for at least this reason, claims 1, 7, 11, and 12 are patentably distinct from the applied references. Claims 2-6 and 8 should be allowable based at least on their dependency from allowable claims 1 and 7.

The Office Action alleges that it would have been obvious to combine Ng and Dawes “in order to provide a more dynamically updating player screen using dynamically updating player connection status.” While this may be a motivation to combine references, it cannot be used to fill in missing claim elements. That is, what this statement could have permissibly said was “in order to provide a more dynamically updating player screen including dynamically updating player connection status.” The only teaching, suggestion, or reason to use the player status of Ng to update the screen size is found in Applicant’s disclosure.

Claim 9 recites, *inter alia*, “end determining programmed logic circuitry for determining whether or not there is a player who ends the game out of the participating players” and “re-dividing programmed logic circuitry for re-dividing said display area by the number of the remaining players when determined by said end determining programmed logic circuitry that there is the player who ends the game, and allotting the re-divided areas to the remaining players.” Claims 10, 13 and 14 recite similar language.

According to the Office Action, this is taught by Dawes. Dawes, however, is completely silent on the notion of resizing windows when one window is no longer needed, let alone receiving information from a program source, determining a window is no longer needed, eliminating that window and resizing the remaining windows. Thus, even if the player connection information of Ng were provided to Dawes, Dawes does not teach or suggest doing anything with that information. As before, the Office Action appears to use a motivation to combine to actually create a claim element whole cloth. In this case, absent this improper creation, the combination of Dawes and Ng would simply be a system where a user could resize windows and that can also determine if players are still connected or not. The only teaching or suggestion that any sort of resizing would be done based on the existence or non-existence of a player comes from Applicant's disclosure.

Further, the portions of Dawes alleged to teach this window resizing, contrary to the Office Action's allegations, actually teach the following: If a new window is resized to overlap a previously-existing, non-hidden window, then the contents of the now-overlapped, previously-existing, non-hidden window are displayed within the newly resized window. Applicant fails to see how this teaching is relevant to Applicant's claimed invention. Applicant has claimed a display area being re-divided when a player has ended the game, which is wholly distinct and completely unrelated to manually resizing a window to overlap a previous window and then displaying the overlapped

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window in the newly resized window. The only commonality between Dawes and this claim element is that they both have to do with displayed, resizable areas.

Thus, for at least this reason, Applicant submits that claims 9, 10, 13, and 14 are allowable over the prior art of record.

For at least the foregoing reasons, Applicant respectfully submits that the invention defined by the amended claims herein is not taught or suggested by the prior art of record. Thus, withdrawal of the rejections and allowance of this application are earnestly solicited.

Should the Examiner have any questions, please do not hesitate to call the undersigned attorney at the phone number below.

Respectfully submitted,

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